

USA Capital

First Trust Deed Investment

Borrower:

Marlton Square Associates, LLC or assignee

The managing partner of Marlton Square Associates is Capital Vision Equities (CVE). CVE, founded in 1991, is a full service real estate development and consulting group which specializes in the construction and rehabilitation of affordable housing and quality retail development in inner-city areas in California. To date, they have participated as a developer or consultant in the construction or rehabilitation of over 1,400 units of housing and just completed a 285,000 sq. foot retail center in Southern Los Angeles with a Home Depot, Food4Less, IHOP, Radio Shack and Walgreen's.

CVE has raised over \$75,000,000 in low income housing tax credit based equity for its clients. CVE has accessed and implemented a wide range of public financing mechanisms including redevelopment agency tax increment funds, locally administered HOME and Community Development Block Grant fund and tax exempt bond proceeds.

The principals of CVE are committed to socially responsible developments: CVE only participates in developments which it believes will fit within the fabric of a neighborhood and will improve the quality of social construction and build the environment of that community.

Loan Amount: \$30,000,000

Rate: 12.5% (net)

Loan to Value: Approximately 66% based on the purchase price of the property and the cost of site preparation. An appraisal has been engaged.

Term: 12 months

Collateral: First Deed of Trust on 22 acres for a mixed use redevelopment located at the intersection of Martin Luther King Drive and Marlton Drive in Los Angeles, CA.

Tom Stewart

702-734-2400

Toll Free 888-921-8009

Licensed by the State of Nevada Division of Mortgage Lending

USA Commercial Mortgage Company 4484 S. Pecos Rd, Las Vegas NV 89121

License #MB 333 8/17/2005

Money invested through a mortgage broker is not guaranteed to earn any interest or return and is not insured.
Before investing investors must be provided applicable disclosure.

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Borrower Equity: The borrower currently has approximately \$4,000,000 in the project for predevelopment and project costs. At close of escrow Phoenix Realty and Lee Homes will bring in \$10,500,000 in equity with another \$7,000,000 coming in for a Fannie Mae Housing development program subsidy.

The Project: The borrower will purchase the existing Santa Barbara Plaza with the purpose of demolishing the existing shopping center and preparing the site for resale to separate developers approved to construct 140 moderate, market-priced single family homes, 150 market-priced condominiums units, 180 senior retail housing units, and 116,000 square feet of retail space.

To encourage the redevelopment of the existing shopping center the City of Los Angeles has committed to a package of incentives and subsidies including various grants, low costs loans, and adding tax increment districts, totaling \$30,275,000.

Capital Vision Equities has been involved in the redevelopment planning of this site for over 4 years and has seen the current development plan evolve from a single-use plan to the present multi-use plan to be executed by separate developers.

The current Plan calls for Marlton Square Associates, a CVE entity, to be the land developer. Lee Homes, a Los Angeles residential developer with specific expertise in urban in-fill housing development, will purchase two of the four parcels to build and sell the single family homes and condominiums. LNR Property Corporation is contracted to purchase a parcel to develop and operate the retail center. The remaining parcel is to be sold to a joint venture being managed by Simpson Housing, a leading national developer of senior rental housing. This final parcel is being used as parking for the senior housing project which is actually being built on a site abutting but not included in the subject site. Construction of the senior housing has already been started.

All entitlements and permits required for the entire project have been granted and committed. The city funds are allocated and committed and

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are subject only to the individual contingencies that were negotiated for the particular program being used. Generally these contingencies relate simply to the purchase of the entire site. The main exception is the Section 108 loan funding that is subject also to the retail development being at least 50% preleased. Currently the retail space is over 50% preleased by tenants including Circuit City, PetSmart, Shoe Pavilion, and Starbucks.

In the surrounding area is the Baldwin Hills-Crenshaw Plaza, an 850,000 square foot regional shopping center built in 1947 and renovated in 1992. The center is anchored by Sears, a stand-alone Robinson-May, and recently Wal-Mart opened a 150,000 square foot store in the shopping center. Adjacent to the site is the Magic Johnson Theaters, a stand-alone multiplex with 27 screens.

Guarantees: The loan will be guaranteed by Chris Hammond with an estimated net approximately \$19,000,000 as of 12-31-04.

**Minimum
Investment:** \$50,000

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COPY

PROMISSORY NOTE
SECURED BY DEED OF TRUST

\$30,000,000

Las Vegas, Nevada
August 11, 2005

This Promissory Note ("Note"), dated as of August 11, 2005 is made and delivered by MS Acquisition Company, LLC, a California limited liability company ("Borrower"), in favor of the persons listed on **Exhibit "A"** hereto ("Lender").

FOR VALUE RECEIVED, Borrower promises to pay to Lender, or order, the principal sum of Thirty Million Dollars (\$30,000,000), or so much thereof as Lender advances (the "Note Amount"), together with interest as provided herein. The Note Amount shall be disbursed in accordance with Exhibit "C" of the Loan Agreement providing for a loan of \$30,000,000 of even date herewith by and among the parties hereto.

1. Interest Rate. Interest shall accrue on \$20,000,000 of the outstanding portion of the Note Amount, from June 20, 2005, and on the remainder from the date of disbursement, until the date the Note Amount is paid in full at the rate of thirteen percent (13%) per annum. Interest shall be calculated on the basis of a 360-day year and actual days elapsed. This shall result in the actual interest paid in a year being slightly higher than the nominal amount. Accrued but unpaid interest shall be compounded monthly.

2. Payments. Monthly interest on the Note Amount shall be due and payable on the first day of each month, in arrears. For example, interest that accrues in the month of May will be due and payable on June 1, and will be calculated on the amount due under the Note on that day. All payments shall be made in lawful money of the United States of America and in immediately available funds at Lender's office, the address for which is specified below, or at such other place as the Lender hereof may from time to time direct by written notice to Borrower.

3. Maturity Date. If not sooner paid, the outstanding principal balance under this Note, all accrued and unpaid interest, and all other indebtedness of Borrower owing under any and all of the Loan Documents shall be due and payable in full on or before the date which is twelve months after the Deed of Trust is recorded (the "Maturity Date").

4. Application of Payments. All payments on this Note shall be applied first to any prepayment fees, if any are due, second to accrued late charges, if any, third to default interest, if any, fourth to the payment of accrued ordinary interest then payable, and last to principal.

5. Prepayment. Borrower agrees that all loan fees and any prepaid finance charges are fully earned as of the date they are paid and will not be subject to refund upon any early payment hereof (whether voluntarily or as a result of default). Subject to the foregoing, Borrower may prepay the Loan, in full or in part, at any time; provided, however, that if Borrower repays the Loan within

the first four (4) months after the Effective Date, whether voluntarily or as a result of default, then Borrower shall pay to Lender a prepayment fee equal to all interest which would accrue on the full Loan Amount during said four (4) month period, less all interest previously paid. Notwithstanding anything to the contrary hereunder, Lender shall receive a minimum of four (4) months' interest on the full Loan Amount.

6. Collateral. This Note is secured by a deed of trust encumbering real property located in Los Angeles County, California.

7. Defaults; Acceleration. The occurrence of an Event of Default (as defined in the Loan Agreement) shall be a default hereunder. Upon the occurrence of an Event of Default, Lender may declare the entire principal balance of the Note then outstanding (if not then due and payable) and all other obligations of Borrower hereunder to be due and payable immediately. Subject to the applicable provisions of law, upon any such declaration, the principal of the Note and accrued and unpaid interest, and all other amounts to be paid under this Note shall become and be immediately due and payable, anything in this Note to the contrary notwithstanding.

8. Late Charge. Borrower acknowledges that if any interest payment is not made when due or if the entire amount due under this Note is not paid by the Maturity Date, or, if accelerated as permitted by this Note or any other Loan Document, by the date given in the notice of acceleration, the Lender hereof will incur extra administrative expenses (i.e., in addition to expenses incident to receipt of timely payment) and the loss of the use of funds in connection with the delinquency in payment. Because the actual damages suffered by the Lender hereof by reason of such extra administrative expenses and loss of use of funds would be impracticable or extremely difficult to ascertain, Borrower agrees that five percent (5%) of the amount(s) referenced hereinabove in this Section 8 shall be the amount of damages to which such Lender is entitled, upon such breach, in compensation therefor. Therefore, Borrower shall, in the event any payment required under this Note is not paid within five (5) days after the date when such payment becomes due and payable pursuant to Sections 2 and 3, above, and without regard to any default notice under Section 7(a), and without further notice, pay to the Lender hereof as such Lender's sole monetary recovery to cover such extra administrative expenses and loss of use of funds, liquidated damages in the amount of five percent (5%) of the amount of such delinquent payment. The provisions of this paragraph are intended to govern only the determination of damages in the event of a breach in the performance of the obligation of Borrower to make timely payments hereunder, including timely payment of any accelerated amount. Nothing in this Note shall be construed as an express or implied agreement by the Lender hereof to forbear in the collection of any delinquent payment or in exercising any of its rights and remedies under the Loan Documents, or be construed as in any way giving Borrower the right, express or implied, to fail to make timely payments hereunder, whether upon payment of such damages or otherwise. The right of the Lender hereof to receive payment of such liquidated and actual damages, and receipt thereof, are without prejudice to the right of such Lender to collect such delinquent payments and any other amounts provided to be paid hereunder or under any security for this Note or to declare a default hereunder or under any security for this Note.

9. Default Rate. From and after the Maturity Date or, if any Event of Default occurs

and is not timely cured, from the date the payment was due regardless of any cure period provided in the notice of default, through and including the date such default is cured, at the option of the Lender hereof, all amounts owing under the Note and all sums owing under all of the Loan Documents shall bear interest at a default rate equal to twenty percent (20%) per annum ("Default Rate"). Such interest shall be paid on the first day of each month thereafter, or on demand if sooner demanded.

10. Waivers. Borrower waives any right of offset it now has or may hereafter have against the Lender hereof and its successors and assigns. Borrower waives presentment, demand, protest, notice of protest, notice of nonpayment or dishonor and all other notices in connection with the delivery, acceptance, performance, default or enforcement of this Note. Borrower expressly agrees that any extension or delay in the time for payment or enforcement of this Note, to renewal of this Note and to any substitution or release of the Property, all without any way affecting the liability of Borrower hereunder. Any delay on Lender's part in exercising any right hereunder or under any of the Loan Documents shall not operate as a waiver. Lender's acceptance of partial or delinquent payments or the failure of Lender to exercise any rights shall not waive any obligation of Borrower or any right of Lender, or modify this Note, or waive any other similar default.

11. Costs of Collection. Borrower agrees to pay all costs of collection when incurred and all costs incurred by the Lender hereof in exercising or preserving any rights or remedies in connection with the enforcement and administration of this Note or following a default by Borrower, including but not limited to actual attorneys' fees. If any suit or action is instituted to enforce this Note, Borrower promises to pay, in addition to the costs and disbursements otherwise allowed by law, such sum as the court may adjudge reasonable attorneys' fees in such suit or action.

12. Usury. Borrower hereby represents that this loan is for commercial use and not for personal, family or household purposes. It is the specific intent of the Borrower and Lender that this Note bear a lawful rate of interest, and if any court of competent jurisdiction should determine that the rate herein provided for exceeds that which is statutorily permitted for the type of transaction evidenced hereby, the interest rate shall be reduced to the highest rate permitted by applicable law, with any excess interest theretofore collected being applied against principal or, if such principal has been fully repaid, returned to Borrower upon written demand.

13. Notices. All notices to be given pursuant to this Note shall be sufficient if given by personal services, by guaranteed overnight delivery services, by telex, telecopy or telegram or by being mailed postage prepaid, certified or registered mail, return receipt requested, to the described addresses of the parties hereto as set forth below, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the date after delivery to the guaranteed overnight delivery service, the date of sending the telex, telecopy or telegram or two (2) days after mailing certified or registered mail.

BORROWER'S ADDRESS:

MS Acquisition Company, LLC
c/o Marlton Square Associates, LLC
3055 Wilshire Boulevard, Suite 1120
Los Angeles, California 90010

With Copy To:

Attn. Chris Hammond
Lefeba J. Gougis, Jr.
Attorney at Law
3055 Wilshire Boulevard, Suite 1120A
Los Angeles, CA 90010

LENDER'S ADDRESS:

c/o USA Commercial Mortgage Company
4484 South Pecos Road
Las Vegas, Nevada 89121
Attn. Joseph D. Milanowski

14. Assignment By Lender. Lender may assign its rights hereunder or obtain participants in this Note at any time, and any such assignee, successor or participant shall have all rights of the Lender hereunder.

15. Multiple Parties. A default on the part of any one entity comprising Borrower or any Guarantor of this Note shall be deemed a default on the part of Borrower hereunder.

16. Construction. This Note and all security documents and guaranties executed in connection with this Note have been reviewed and negotiated by Borrower, Lender and Guarantors at arms' length with the benefit of or opportunity to seek the assistance of legal counsel and shall not be construed against either party. The titles and captions in this Note are inserted for convenience only and in no way define, limit, extend, or modify the scope of intent of this Note.

17. Partial Invalidity. If any section or provision of this Note is declared invalid or unenforceable by any court of competent jurisdiction, said determination shall not affect the validity or enforceability of the remaining terms hereof. No such determination in one jurisdiction shall affect any provision of this Note to the extent it is otherwise enforceable under the laws of any other applicable jurisdiction.

18. Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Note shall be construed according to and governed by the laws of the State of Nevada, without regard to its choice of law provisions.

(b) **BORROWER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (i) SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF NEVADA OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS NOTE, OR ANY OTHER OF THE LOAN DOCUMENTS, (ii) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN CLARK COUNTY, NEVADA, (iii) SUBMITS TO THE JURISDICTION OF SUCH COURTS, AND, (iv) TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING**

IN ANY FORUM OTHER THAN CLARK COUNTY, NEVADA (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM). BORROWER FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO THE BORROWER AT THE ADDRESS FOR NOTICES DESCRIBED IN SECTION 13 HEREOF, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).

(c) BORROWER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE INDEBTEDNESS SECURED HEREBY OR ANY CONDUCT, ACT OR OMISSION OF LENDER, TRUSTEE OR BORROWER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDER, TRUSTEE OR BORROWER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

BORROWER: MS Acquisition Company, LLC
By: Marlton Square Associates, LLC, Managing Member
By: Capital Vision Equities, LLC/its Managing Member

By: 
Christopher Hammond, Managing Member

EXHIBIT "A"

LENDER

<u>NAME</u>	<u>AMOUNT</u>
1. Robert L. Allgeier & Donna L. Allgeier Trustees of the R. L. Allgeier Family Trust dated 10/4/97	\$50,000
2. Karen R. Allison	\$50,000
3. Charles B. Anderson Trustee of the Charles B. Anderson Trust	\$100,000
4. Lynda Gay Anderson, Trustee of the Lynda Gay Anderson Trust dated 7/7/04	\$50,000
5. Rita P. Anderson Trustee For the Benefit of Rita P. Anderson Trust	\$100,000
6. Albert Daniel Andrade, a married man dealing with his sole and separate property	\$50,000
7. Lowell V. Andrews, an unmarried man	\$50,000
8. Larry Apigian & Leona Apigian, husband & wife, as joint tenants with right of survivorship	\$75,000
9. Joan M. Arends Trustee of the Arends Family Trust	\$50,000
10. Sigfried Baker transfer on death to Annee Nounna	\$50,000
11. First Savings Bank Custodian For John Bauer IRA	\$100,000
12. Harriet Bender Trustee of the Bender Family Trust dtd 7/30/92 Survivors Trust	\$50,000
13. Philip Benjamin and Maureen Benjamin, husband and wife, as joint tenants with the right of survivorship	\$50,000
14. RBR Partnership	\$50,000
15. Robert Bennett & Michele Bennett, Husband and wife as joint tenants with right of survivorship	\$60,000
16. John A. & April D. Blevins, husband & wife as joint tenants with right of survivorship	\$100,000
17. Paul Bloch Trustee of the Paul Bloch Living Trust UA 10/29/02	\$250,000
18. Patricia Boschetto, an unmarried woman	\$50,000
19. Robert Eric Brandin and Evelyn Mary Brandin, Trustees of The Brandin Family Trust dated December 1980 as updated.	\$50,000
20. Suzanne Brehmer, a single woman	\$50,000
21. Patricia M. Briggs Trustee of the John McGarry and Maxine McGarry 1990 Trust dated August 17, 1990 and amended August 1, 1999	\$50,000
22. John S. Broders, an unmarried man	\$50,000
23. Howard D. Brooks & Doreen C. Brooks Trustees of the Brooks Living Trust dated 6/30/97	\$50,000
24. First Savings Bank Custodian For John W. Brouwers MD SEP IRA	\$100,000
25. John P. Brouwers Trustee of the Brouwers Family Trust dated 1/11/1995	\$50,000
26. JWB Investments, Inc. Pension Plan	\$100,000
27. Zoe Brown Trustee of the Zoe Brown 1989 Family Trust	\$50,000

28.	Fertitta Enterprises, Inc.	\$3,000,000
29.	J. Laurel Bushman Trustee of the Grant M. & J. Laurel Bushman Family Trust	\$75,000
30.	Keith J. Cale Trustee of the Cale Family Trust dated 11/16/88	\$100,000
31.	Peter W. Capone & Deidre D. Capone, husband & wife, as joint tenants with right of survivorship	\$50,000
32.	James Cardwell & Reba Cardwell Trustees of the Cardwell Family Trust	\$100,000
33.	Roland Chavez, Administrator of the Roland Chavez & Assoc., Inc. Defined Benefit Pension Plan	\$50,000
34.	Teresa Conger, an unmarried woman	\$75,000
35.	James A. Coy & Margaret G. Coy Trustees of the James A. Coy & Margaret G. Coy Revocable Trust dated 9/27/00	\$50,000
36.	Shirley Cupp-Doe & Charles A. Jensen Co-Trustees for the Ronald G. Doe Marital Trust DTD 1-6-95	\$300,000
37.	Wen Dai & Zhimin Chen, husband & wife as joint tenants with the right of survivorship	\$50,000
38.	Andrew Dauscher & Ellen Dauscher, husband & wife, as joint tenants with right of survivorship	\$100,000
39.	Ellen Dauscher in trust for Carleigh Joy, Alexandra Zoe and Julian Grace Dauscher	\$100,000
40.	Martin A. Davis & Virginia Lee Davis Trustees of the Davis Family 2000 Trust	\$100,000
41.	Angela Jane Deglandon, an unmarried woman	\$50,000
42.	DeHart/Hooks, L.P., a Nevada limited partnership	\$50,000
43.	First Savings Bank Custodian For Gary DeMaine IRA	\$50,000
44.	Marion B. Dittman, an unmarried woman	\$50,000
45.	David B. Doutt Sr. and Johnine M. Doutt, husband and wife as joint tenants with the right of survivorship	\$50,000
46.	Dennis Duesing & Cherie Duesing Trustees of the Duesing 1994 Trust	\$100,000
47.	Mark L. Eames & Sandy K. Eames, husband & wife, as joint tenants with right of survivorship	\$50,000
48.	Mary H. Earp, a married woman dealing with her sole & separate property	\$50,000
49.	Maurice Fink Trustee of the Maurice Fink Trust	\$250,000
50.	Ronald G. Finkel & Karen B. Finkel, husband & wife, as joint tenants with right of survivorship	\$75,000
51.	Fred J. Foxcroft & Roberta Foxcroft Trustees of the Foxcroft Living Trust dated 1/10/02	\$75,000
52.	Eric B. Freedus and Linda P. Freedus, husband and wife, as joint tenants with the right of survivorship	\$50,000
53.	What's On LP, a Nevada limited partnership	\$100,000
54.	First Savings Bank Custodian For James D. Gillmore IRA	\$50,000
55.	M. W. Gorts & Company	\$100,000

56.	Nelson R. Greene & Eunice A. Greene Trustees of the Greene Family Trust dated 4/25/91	\$100,000
57.	Dixie Gross Trustee of the Dixie B. Gross Revocable Trust	\$100,000
58.	Charles T. Hamm and Sandra L. Hamm, Trustees of the Hamm Trust dated 3/17/05	\$50,000
59.	Dwight W. Harouff & Maryann Harouff, joint tenants with right of survivorship	\$125,000
60.	Gold Plated LLC, Dwight W. Harouff, Manager	\$110,000
61.	Third Party Nevada Services	\$250,000
62.	Suze Harrington, an unmarried woman	\$100,000
63.	Raymond E. Harshman & Margaret E. Harshman Trustees of the Raymond E. & Margaret Elise Harshman Family Trust dated 3/4/87	\$100,000
64.	Roderick J. Harvey, Sr. and Pauline W. Harvey, Trustees of the Harvey Family Trust, dated 4/13/87	\$50,000
65.	Nancy K. Haugarth Trustee of the Nancy K. Haugarth Revocable Trust	\$65,000
66.	David R. Hays and Sue Hays, Trustees of the Hays Revocable Trust	\$100,000
67.	Terry Helms Trustee of the Terry Helms Living Trust dated 11/11/94	\$1,000,000
68.	Virgil P. Hennen & Judith J. Hennen, husband and wife as joint tenants with the right of survivorship	\$50,000
69.	Robert W. Hill, a married man, dealing with his sole & separate property	\$100,000
70.	Gail Hodes Trustee of the Gail Hodes Living Trust dated 9/10/03	\$50,000
71.	John A. Höglund & Patricia O. Hoglund, husband & wife, as joint tenants with right of survivorship	\$50,000
72.	Nienke Hohmann, an unmarried woman	\$50,000
73.	Homfeld II, LLC, a Florida limited liability company	\$100,000
74.	Terence C. Honikman & Jane I Honikman, Trustees of the Honikman 1992 Trust dated 12/28/92	\$100,000
75.	Mila Horak, an unmarried woman	\$50,000
76.	First Savings Bank Custodian For George W. Hubbard Roth IRA	\$100,000
77.	Edwin Isenberg, a married man dealing with his sole and separate property	\$50,000
78.	Evelyn A. Ives Trustee of the Melvin J. Ives & Evelyn A. Ives Bypass Trust dated 1/6/93	\$75,000
79.	Jon Paul Jensen & Tamara Lee Jensen, husband & wife, as joint tenants with right of survivorship	\$50,000
80.	Delbert T. Johnston, Jr. & Rebecca J. Johnston Trustees of the Johnston Estate Revocable Trust dated 5/17/94	\$50,000
81.	K. Ken Kaneda & Brigitte Arend-Kaneda Trustees of the Kaneda Living Trust dated 5/30/02	\$50,000
82.	Dr. Gary Kantor, a married man dealing with his sole and separate property	\$500,000
83.	Gary L. Kantor Trustee for the benefit of Kantor Nephrology Consultants Ltd./Renal Dialysis Center of LV, Ltd. Employee Pension Plan	\$500,000

84.	Dr. Dana D. Keith, DDS a married man dealing with his sole and separate property	\$250,000
85.	Jerry Kirk and Luci Kirk, Trustees of the Kirk Revocable Trust dated 2/10/84	\$90,000
86.	Freedom Properties, Inc.	\$50,000
87.	Bernard A. Kloenne Trustee of the Bernard Kloenne Living Trust dated 10/10/86	\$50,000
88.	Klaus Kopf & Colette Kopf, husband & wife	\$50,000
89.	David Kravitz & Mable R. Kravitz Trustees of the Kravitz Family Revocable Trust under agreement dated 12/9/99	\$50,000
90.	Richard N. Krupp a married man dealing with his sole & separate property	\$250,000
91.	First Savings Bank Custodian For Harriet Kutzman IRA	\$50,000
92.	Donald H. Kwiatkowski & Sandra L. Kwiatkowski, husband & wife, as joint tenants with right of survivorship	\$50,000
93.	Jor Law, a single man	\$50,000
94.	Stephen R. Lima and Paulette C. Lima, husband and wife, as joint tenants with the right of survivorship	\$100,000
95.	Portal Venture, LLC, a California limited liability company	\$100,000
96.	Leona Lubliner Trustee of the Leona Lubliner Living Trust U/A dated 7/16/96	\$50,000
97.	Erin E. MacDonald Trustee of the Erin E. MacDonald Revocable Living Trust	\$100,000
98.	MacDonald Center for the Arts and Humanities	\$525,000
99.	Lynn M. Kantor, a married woman dealing with her sole and separate property	\$65,000
100.	Helen C. Makepeace Trustee of the Helen C. Makepeace Survivor's Trust UAD 06/18/97	\$50,000
101.	Leo G. Mantas, an unmarried man	\$150,000
102.	Jerome Marshall & Rochelle Marshall, husband & wife, as Tenants in Common	\$50,000
103.	Richard P. Marson & Mary I. Marson Trustees of the Marson Family Trust dated 6/9/86	\$50,000
104.	Jerrold T. Martin, a single man & James T. Martin, a married man dealing with his sole & separate property, as joint tenant with right of survivorship	\$50,000
105.	Morris Massry, a married man dealing with his sole & separate property	\$100,000
106.	Yukiyo Matsumura and Machi Liu, mother and daughter as joint tenants with the right of survivorship	\$50,000
107.	Dale J. McMullan Trustee of the McMullan Living Trust dated 8/19/94	\$50,000
108.	Joann L. McQuerry Trustee of the McQuerry Family Partnership	\$50,000
109.	D. Nathan Meehan, a married man dealing with his sole & separate property	\$50,000
110.	Shahnaz I. Memon and Mohammed I. Memon, husband and wife, as joint tenants with right of survivorship	\$50,000

111.	D. G. Menchetti, an unmarried man	\$250,000
112.	R. G. Messersmith & Deaun Messersmith, as joint tenants with right of survivorship	\$50,000
113.	Gary I. Miller & Barbara L. Miller Trustees of the Gary I. & Barbara L. Miller Trust dated 08/13/87	\$50,000
114.	Mae Mineo Trustee of the Mae Mineo Trust dated 3/23/00	\$50,000
115.	Matthew Molitch Trustee of the Molitch 1997 Trust	\$300,000
116.	Anne Marie Mueller Trustee of the Anne Marie Mueller Trust	\$100,000
117.	NBNA Unique Properties, LLC, an Washington State limited liability company	\$100,000
118.	Troy A. Nearpass and Brenda L. Nearpass, husband and wife, as joint tenants with the right of survivorship	\$50,000
119.	Oakwood Financial, LLC	\$50,000
120.	First Savings Bank Custodian For Marvin Nicola, IRA	\$50,000
121.	Douglas O'Herron & Nancy O'Herron Trustees of the Douglas & Nancy O'Herron Revocable Trust dated 4/2/02	\$150,000
122.	Robert L. Ogren Trustee for the benefit of the Robert L. Ogren Trust dated 6/30/92	\$50,000
123.	John F. Okita & Michiko M. Yamamoto, as joint tenants with right of survivorship	\$50,000
124.	Aaron I. Osherow, Trustee of the Osherow Trust dated 9/11/89	\$50,000
125.	Paul Oster, an unmarried man	\$50,000
126.	Sierra Health Services, Inc., a Nevada corporation	\$1,000,000
127.	Anthony Pasqualotto & Alicia Pasqualotto Trustees of the Anthony Pasqualotto & Alicia Pasqualotto 1997 Trust	\$150,000
128.	Robert L. Pech & Judith G. Pech Trustees of the Robert L. Pech & Judith G. Pech Family Trust dated 9/5/96	\$100,000
129.	DCGT FBO Claude M. Penchina Roth IRA, Account #13909452	\$50,000
130.	Shimon Peress & Hannah Peress Trustees of the Shimon Peress & Hannah K. Peress Trust dated 4/17/01	\$50,000
131.	Karen Petersen Tyndall Trustee of the Karen Petersen Tyndall Trust dated 3/9/94	\$150,000
132.	First Savings Bank Custodian For Cesari Piazza IRA	\$85,000
133.	Holly J. Pickerel, a single woman	\$100,000
134.	Ali Pirani and Anisha Pirani, husband and wife, as joint tenants with the right of survivorship	\$50,000
135.	Arthur Polacheck and Glorianne Polacheck, Husband and wife as joint tenants with right of survivorship	\$1,000,000
136.	Sheldon Portman & Marion G. Portman Trustees of the Sheldon & Marion G. Portman Trust dated 11/01/85	\$200,000
137.	Portnoff Building	\$75,000
138.	Rains Properties, LP, a Nevada limited partnership	\$350,000
139.	William S. Reeves, a married man	\$50,000
140.	Annemarie Rehberger, Trustee of the Rehberger Family Trust dated 6/17/92	\$50,000

141.	Joseph N. Rizzuto & Dorothy Rizzuto Trustees of the Joseph N. Rizzuto Family Trust dated 4/24/89	\$50,000
142.	Eleanor L. Rogers Trustee of the Eleanor L. Rogers 1991 Revocable Living Trust dated 7/3/91	\$100,000
143.	Rebecca A. Rogers Trustee of the Rebecca A. Rogers Trust dated 9/18/96	\$50,000
144.	Toby Lee Rosenblum Trustee of the Toby Lee Rosenblum Trust dated 9/11/95	\$50,000
145.	David Rosner Trustee of the David Rosner Revocable Trust dated 01/05/2005	\$50,000
146.	Robert J. Rowley and Kathleen M. Rowley, Trustees of The Robert J. Rowley and Kathleen M. Rowley Living Trust	\$60,000
147.	Mark A. Saucedo, an unmarried man	\$100,000
148.	Douglas Gregg Schulze & Doreen L. Schulze, husband & wife, as joint tenants with right of survivorship	\$150,000
149.	Andrew H. Shahin Trustor & Trustee of The Andrew H. Shahin Trust dated 6/6/94	\$50,000
150.	Louis H. Shahin Trustor & Trustee of The Louis H. Shahin Trust dated 6/9/94	\$50,000
151.	Rifqa Shahin Trustor & Trustee of The Rifqa Shahin Trust dated 6/8/94	\$50,000
152.	Suhayla Shahin, Trustee of The Suhayla Shahin Living Trust dated 7-09-02	\$50,000
153.	Phillip Eugene Shelton, Trustee of the Restated Shelton Revocable Trust dated 1/19/96	\$50,000
154.	Billy Shope, Jr. Family, LP, a Nevada limited partnership	\$100,000
155.	Bartolo F. Simari & Sandra K. Simari Trustees of the Simari Revocable Trust dated 4/25/96	\$50,000
156.	Larry Simon & Lori Simon Trustees of the Simon Family Trust	\$500,000
157.	Sheldon Sinett & Annette Sinett, husband & wife, as joint tenants with right of survivorship	\$50,000
158.	Barbara Sklar Trustee of the Barbara Sklar Revocable Living Trust dated 8/31/01	\$50,000
159.	Joyce E. Smith Trustee of the Joyce E. Smith Trust dated 11/3/99	\$125,000
160.	Joseph F. Sparks and Marcia A. Sparks, Trustees of The Joseph F. and Marcia A. Sparks Revocable Family Trust dated 12-11-03	\$50,000
161.	T. Dwight Sper & Bonnie J. Sper Trustees of the T.D.S. Revocable Family Trust dated 9/29/98	\$100,000
162.	Justin W. States and Gia M. States, Trustees of the States Living Trust dated 9/29/03	\$50,000
163.	Naomi F. Stearns Trustee of the Naomi F. Stearns Trust Dated 8/9/1985	\$50,000
164.	Duane Steward and Diane J. Steward, husband and wife, as joint tenants with the right of survivorship	\$100,000
165.	Sharon D. Tarpinian Trustee of the Sharon D. Tarpinian Revocable Living Trust dated 12/17/2002	\$100,000
166.	Luther E. Tate, an unmarried man	\$50,000

167.	Gary N. Taylor Trustee of the Gary N. Taylor PSP	\$100,000
168.	Bryan M. Thomas and Lori M. Thomas, husband and wife, as joint tenants with the right of survivorship	\$50,000
169.	Hillari Tischler payable on death to Howard Tischler	\$50,000
170.	Alneil Lipp, LLC, Neil Tobias, Manager	\$200,000
171.	Deal Investment Club, LLC, Vivian Tobias, Manager	\$50,000
172.	Gary E. Topp, a married man dealing with his sole & separate property	\$100,000
173.	Gary E. Tucker & Linda L. Tucker, husband & wife, as joint tenants with right of survivorship	\$50,000
174.	USA Capital First Trust Deed Fund	\$50,000
175.	Dean Valentino & Nora Valentino, husband & wife, as joint tenants with right of survivorship	\$50,000
176.	Frank Valentino & Stella Valentino, husband & wife, as joint tenants with right of survivorship	\$50,000
177.	Lloyd F. Van Sickle Trustee of The Van Sickle Family Trust dated 5/20/99	\$125,000
178.	Malden Ventures Ltd.	\$100,000
179.	Marietta Voglis, a married woman dealing with her sole & separate property	\$50,000
180.	Marcia Sweany-Volpe, a married woman dealing with her sole & seperate property transfer on death to Linda St. Pierre	\$50,000
181.	Wolf Dieter Voss & Claudia Voss Trustees of The Voss Family Trust Under Trust dated 10/4/99	\$60,000
182.	Bunny C. Vreeland, an unmarried woman	\$50,000
183.	First Savings Bank Custodian For Gary D. Ward IRA	\$75,000
184.	Linda D. Waterhouse, an unmarried woman	\$50,000
185.	Eugene C. Wiehe Trustee of the Eugene C. Wiehe Trust dated 10/31/85	\$75,000
186.	First Savings Bank Custodian For Dianna Wilkinson, IRA	\$55,000
187.	Richard D. Wood Trustee of the Wood Living Trust dated 10/1/99	\$55,000
188.	Richard G. Worthen and La Rue S. Worthen Trustees of the Richard G. Worthen Family Trust	\$200,000
189.	Richard S. Worthen and Stephany Worthen, Trustees of the Richard S. Worthen Family Trust dated 5/4/05	\$100,000
190.	Kem Yee, an unmarried woman, and Emmelene Yee, an unmarried woman, as joint tenants with the right of survivorship	\$50,000
191.	Spectrum Capital, LLC, a California limited liability company	\$50,000
192.	Zawacki, a California LLC	\$70,000
193.	Evo Zepponi and Billie Zepponi, Trustees of The Evo E. Zepponi and Billie D. Zepponi Family Trust Under Agreement Dated 2/9/1993	<u>\$100,000</u>
	TOTAL	\$23,000,000

COPY

SECOND AMENDMENT TO LOAN DOCUMENTS

Reference is made to that certain loan agreement (the "Loan Agreement"), dated as of August 11, 2005 by and between **MS Acquisition Company, LLC**, a California limited liability company ("Borrower"), and those persons listed on Exhibit "A" thereto ("Lenders"). Capitalized terms used but not otherwise defined herein are used with the same meanings assigned to them in the Loan Agreement.

RECITALS

- A. WHEREAS Section 3.2 of the Loan Agreement provides for increases in the Loan Amount up to \$30,000,000; and
- B. WHEREAS the Loan is evidenced by a Note dated August 11, 2005 in the principal amount of \$23,000,000 which Note is secured by a Deed of Trust of even date therewith, recorded on or about September 19, 2005 in the Official Records of Los Angeles County, State of California as Document No. 05-2251101; and
- C. WHEREAS Borrower has by a previous advance increased the Loan Amount to \$26,625,000; and
- D. WHEREAS Borrower has requested an increase in the Loan Amount of \$3,375,000 in part to acquire an additional parcel of real property (described below); and
- E. WHEREAS USA is willing to and has arranged for an increase in the Loan Amount of \$3,375,000 and Borrower has agreed, among other things, that the real property encumbered by and subject to the Deed of Trust shall include the additional parcel of real property acquired by Borrower; and
- F. WHEREAS the Deed of Trust provides for the lien created thereby to secure all future amounts advanced to Trustor pursuant to the Loan Agreement and all additional parcels of real property acquired by Borrower will be subject to and encumbered by the Deed of Trust; and
- G. WHEREAS **Christopher Hammond, Marlton Square Associates, LLC, and Capital Vision Equities, LLC** ("Guarantors") collectively guaranteed the Loan, and explicitly agreed that their guaranty would remain valid and enforceable in the event the Loan was modified;

NOW, THEREFORE, Lender, Borrower, Guarantors, and USA hereby agree as follows:

1. Increase in Note Amount. The amount of the Note is hereby increased from \$26,625,000 to \$30,000,000. Interest on the additional \$3,375,000 shall begin to accrue at the close of escrow.
2. Amendment of Note. The Note is hereby amended by replacing Exhibit "A" thereto with a new

Exhibit "A," in the form attached hereto describing the Lenders.

3. Amendment of Deed of Trust. The Deed of Trust is hereby amended as follows:

a. The real property encumbered by and subject to the Deed of Trust is amended to include the following real property:

PARCEL 1 (APN: 5032-006-005)

Lot 32 of Tract No. 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the County Recorder of said County.

Except an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals, within or underlying said land, as excepted by Chas H. Church, Trustee under Declaration of Trust dated November 30, 1948 in Deed recorded May 19, 1949 in Book 30124 Page 18 Official Records.

The right to enter upon or use the surface of any part or portion of said land or the subsurface thereof to a depth of 200 feet from the surface for the purpose of exploring, drilling, developing or extracting any oil, gas, naphtha and other hydrocarbon and mineral substances was quitclaimed by a Deed executed by Chas H. Church, as Trustee, recorded in Book 32246 Page 212 Official Records.

Also except all the remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall not penetrate any part or portion of the above described real property within 100 feet of the surface thereof and all of the rights so as to remove such substances are hereby specifically reserved, including the right to drill, for produce and use water from said real property in connection with such operations, as reserved in the Deed from Capital Company, recorded April 20, 1952 in Book 38812 Page 82 Official Records.

PARCEL 2 (APN: 5032-004-018)

Lots 20 and 21 of Tract No. 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the County Recorder of said County.

Except an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbon and all other minerals within or underlying said land, as excepted by Charles H. Church, Trustee under Declaration of Trust dated November 30, 1948 in Deed recorded May 19, 1949 as Instrument No. 806 in Book 30124 Page 18, Official Records.

The right to enter upon or use the surface or any part or portion of said land or the subsurface

thereof to a depth of 200 feet from the surface for the purpose of exploring, drilling, developing or extracting any oil, gas naphtha and other hydrocarbon and mineral substances was quitclaimed by a Deed executed by Charles H. Church, as Trustee, recorded in Book 32246 Page 212, Official Records.

Also except all the remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than described herein, and shall not penetrate any part or portion of the above described real property within 100 feet of the surface thereof and all of the rights so to remove such substances are specifically reserved, including the right to drill for, produce and use water from said real property in connection with such operation, as reserved in the Deed from the Capital Company, recorded May 10, 1955 as Instrument No. 1409 in Book 47729 Page 74, Official Records.

Therefore, the real property described above shall become part of the "Property", as defined in the Deed of Trust, for all purposes under the Deed of Trust; and the parties do hereby amend and modify the Deed of Trust by replacing the Exhibit "B" originally attached to the Deed of Trust with **Exhibit "B"** attached hereto, thereby to include the above-referenced real property.

b. The amount due under the Note (as defined in the Deed of Trust) has concurrently been increased by \$3,375,000 to \$30,000,000. Therefore, the amount secured by the Deed of Trust (as amended hereby) is hereby increased by \$3,375,000.

c. The parties do hereby amend and modify the Deed of Trust by replacing Exhibit "A" originally attached to the Deed of Trust with the **Exhibit "A"** attached hereto, thereby to reflect the present Beneficiaries.

In connection therewith, Borrower agrees to execute and deliver for recording a Second Amendment to the Deed of Trust in the form annexed hereto as **Exhibit "C"**. Borrower also agrees to pay all costs and expenses in connection with the Second Amendment to Deed of Trust, as well as the cost of an endorsement to the Title Insurance Policy to reflect these changes.

4. Incorporation with Loan Documents. This Amendment modifies the Loan Documents as specifically recited herein, and is incorporated as an amendment to the Note, Deed of Trust, and Loan Agreement. Except as modified hereby, all terms, covenants and conditions of the Loan Documents remain unchanged and the same are hereby ratified and affirmed in their entirety.


5. Affirmation of Guaranty. Guarantors hereby reaffirm that their Guaranty remains in full force and effect, as expressly set forth therein, after this Amendment becomes effective.

6. Validity of Loan Documents; No Defenses. Borrower represents and acknowledges that the Deed of Trust and all other Loan Documents are in full force and effect, and that Borrower has no

knowledge of any defense to the validity or enforceability of any of them.

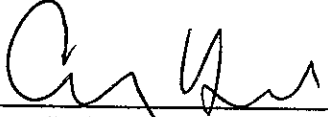
Dated this 6th day of December, 2005.

BORROWER: MS Acquisition Company, LLC
By: Marlton Square Associates, LLC, Managing Member
By: Capital Vision Equities, LLC, its Managing Member

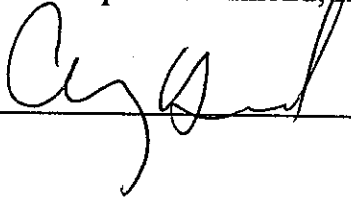
By: 
Christopher Hammond, Managing Member

GUARANTORS:

Capital Vision Equities, LLC

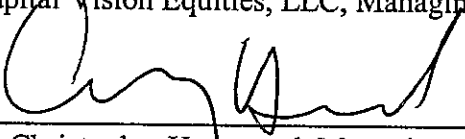
By: 
Christopher Hammond,
Managing Member

Christopher Hammond, Individually



Marlton Square Associates, LLC

By: Capital Vision Equities, LLC, Managing Member

By: 
Christopher Hammond, Managing Member

LENDER: USA Commercial Mortgage Company, Attorney-in-Fact

By: 
Joseph D. Milanowski, President

USA COMMERCIAL MORTGAGE COMPANY, Individually

By: 
Joseph D. Milanowski, President

EXHIBIT "A"

LENDERS

	NAME	Amount
1	Robert L. Allgeier & Donna L. Allgeier Trustees of the R. L. Allgeier Family Trust dated 10/4/97	\$50,000
2	Karen R. Allison	\$50,000
3	Wendell Andersen and Barbara Andersen husband and wife as joint tenant with rights of survivorship	\$50,000
4	Gary B. Anderson & Barbara L. Anderson Trustees of the Anderson Family Trust dated 7/21/92	\$125,000
5	Charles B. Anderson Trustee of the Charles B. Anderson Trust	\$100,000
6	Rita P. Anderson Trustee For the Benefit of Rita P. Anderson Trust	\$100,000
7	Lynda Gay Anderson Trustee of the Lynda Gay Anderson Trust dated 7/7/04	\$50,000
8	Albert Daniel Andrade a married man dealing with his sole and separate property	\$50,000
9	Lowell V. Andrews an unmarried man	\$50,000
10	Larry Apigian & Leona Apigian husband & wife as joint tenants with right of survivorship	\$75,000
11	Joan M. Arends Trustee of the Arends Family Trust	\$50,000
12	Thomas A. C. Arnott Trustee of the Thomas A.C. Arnott Revocable Trust dated 11/9/02	\$50,000
13	Sigfried Baker transfer on death to Annee Nounna	\$50,000
14	First Savings Bank Custodian For John Bauer IRA	\$100,000
15	Frank J. Belmonte Trustee of the Belmonte Family Trust	\$50,000
16	Harriet Bender Trustee of the Bender Family Trust dtd 7/30/92 Survivors Trust	\$50,000
17	RBR Partnership	\$50,000
18	Philip Benjamin and Maureen Benjamin husband and wife as joint tenants with the right of survivorship	\$50,000
19	Robert Bennett & Michele Bennett Husband and wife as joint tenants with right of survivorship	\$60,000
20	Jerry L. Blackman Sr. and Carolyn N. Blackman Living Trust dated 11/26/01	\$100,000
21	John A. & April D. Blevins husband & wife as joint tenants with right of survivorship	\$100,000
22	Paul Bloch Trustee of the Paul Bloch Living Trust UA 10/29/02	\$250,000
23	Patricia A. Boschetto an unmarried woman	\$50,000
24	Robert Eric Brandin and Evelyn Mary Brandin Trustees of The Brandin Family Trust dated December 1980 as updated.	\$50,000

25	Suzanne Brehmer a single woman	\$50,000
26	Patricia M. Briggs Trustee of the John McGarry and Maxine McGarry 1990 Trust dated August 17 1990 and amended August 1 1999	\$50,000
27	John S. Broders an unmarried man	\$50,000
28	Howard D. Brooks & Doreen C. Brooks Trustees of the Brooks Living Trust dated 6/30/97	\$50,000
29	JWB Investments Inc. Pension Plan	\$100,000
30	First Savings Bank Custodian For John W. Brouwers MD SEP IRA	\$100,000
31	John P. Brouwers Trustee of the Brouwers Family Trust dated 1/11/1995	\$50,000
32	Zoe Brown Trustee of the Zoe Brown 1989 Family Trust	\$50,000
33	Lee Bryant & Patricia Bryant husband & wife as joint tenants with right of survivorship	\$125,000
34	Fertitta Enterprises Inc.	\$3,000,000
35	Lawrence A. Bush & Mary L. Bush husband & wife as joint tenants with right of survivorship	\$50,000
36	J. Laurel Bushman Trustee of the Grant M. & J. Laurel Bushman Family Trust	\$75,000
37	Brian H. Busse & Dawn Busse husband & wife as joint tenants with right of survivorship	\$100,000
38	PLB Enterprises LLC	\$100,000
39	Keith J. Cale Trustee of the Cale Family Trust dated 11/16/88	\$100,000
40	Salvatore Capodici & Mary Capodici husband and wife as joint tenants with the right of survivorship	\$100,000
41	Peter W. Capone & Deidre D. Capone husband & wife as joint tenants with right of survivorship	\$50,000
42	James B. Cardwell & Reba Cardwell Trustees of the Cardwell Family Trust	\$100,000
43	Juanita N. Carter an unmarried woman	\$50,000
44	Joy Investment Inc. a Nevada Corporation	\$160,000
45	Universal Management Inc. a Nevada Corporation	\$60,000
46	Roland Chavez Administrator of the Roland Chavez & Assoc. Inc. Defined Benefit Pension Plan	\$50,000
47	Paul G. Chelew an unmarried man	\$200,000
48	Alta Bates Summit Foundation Trustee of the Paul G. Chelew Charitable Remainder Unitrust III	\$50,000
49	Teresa Conger an unmarried woman	\$75,000
50	James A. Coy & Margaret G. Coy Trustees of the James A. Coy & Margaret G. Coy Revocable Trust dated 9/27/00	\$50,000
51	Shelley Wike Cranley Trustee of The S.W. Cranley Revocable Trust dated 2/20/03	\$200,000
52	Shirley Cupp-Doe & Charles A. Jensen Co-Trustees for the Ronald G. Doe Marital Trust DTD 1-6-95	\$300,000
53	Wen Dai & Zhimin Chen wife & husband as joint tenants with the right of survivorship	\$50,000

54	Andrew Dauscher & Ellen Dauscher husband & wife as joint tenants with right of survivorship	\$100,000
55	Ellen D. Dauscher in trust for Carleigh Joy Alexandra Zoe and Julian Grace Dauscher	\$100,000
56	Martin A. Davis & Virginia Lee Davis Trustees of the Davis Family 2000 Trust	\$100,000
57	Angela Jane Deglendon an unmarried woman	\$50,000
58	DeHart/Hooks LP a Nevada limited partnership	\$50,000
59	First Savings Bank Custodian For Gary DeMaine IRA	\$50,000
60	Gary Deppe A single man	\$50,000
61	Marion B. Dittman an unmarried woman	\$50,000
62	Michael Donahue a married man as his sole & separate property	\$50,000
63	Mieko Donovan & Richard Donovan as joint tenants with right of survivorship	\$50,000
64	David B. Doutt Sr. and Johnine M. Doutt husband and wife as joint tenants with the right of survivorship	\$50,000
65	Draper Family LLLP a Colorado Partnership Douglas W. Draper and Leann T. Draper General Partners	\$50,000
66	Dennis Duesing & Cherie Duesing Trustees of the Duesing 1994 Trust	\$100,000
67	Alan S. Duncan & Carolyn A. Duncan Trustees of the Alan S. & Carolyn A. Duncan Declaration of Trust dtd 09-03-98	\$100,000
68	Mark L. Eames & Sandy K. Eames husband & wife as joint tenants with right of survivorship	\$50,000
69	Mary H. Earp a married woman dealing with her sole & separate property	\$50,000
70	Ray Eberlin & Karen Eberlin husband & wife as joint tenants with right of survivorship	\$150,000
71	Rudi Eichler an unmarried man & Tatjana Eichler an unmarried woman as joint tenants with right of survivorship	\$50,000
72	Pioneer Accounting & Investments LLC a Colorado LLC Christian Elbert Manager	\$105,000
73	John J. & Gina A. Fanelli Husband and Wife as joint tenants with rights of survivorship	\$102,500
74	Maurice Fink Trustee of the Maurice Fink Trust	\$250,000
75	Ronald G. Finkel & Karen B. Finkel husband & wife as joint tenants with right of survivorship	\$75,000
76	Steven Anthony Fontana Trustee of the Steven Anthony Fontana Trust dtd 6/28/02	\$80,000
77	Steffi Fontana an unmarried woman	\$50,000
78	Fred J. Foxcroft & Roberta Foxcroft Trustees of the Foxcroft Living Trust dated 1/10/02	\$75,000
79	Eric B. Freedus and Linda P. Freedus husband and wife as joint tenants with the right of survivorship	\$50,000
80	George J. Gage & Miriam B. Gage Co-Trustees of the George J. Gage Trust dated 10/8/99	\$100,000

81	What's On LP a Nevada limited partnership	\$100,000
82	Edmund G. Gaylord and Betty Boese husband and wife as joint tenants with the right of survivorship	\$50,000
83	First Savings Bank Custodian For James D. Gillmore IRA	\$50,000
84	Michael John Goodwin an unmarried man	\$100,000
85	M. W. Gorts & Company	\$100,000
86	Gail A. Gray and Robert W. Gray Trustees of the Robert W. & Gail A. Gray Revocable Trust	\$50,000
87	Nelson R. Greene & Eunice A. Greene Trustees of the Greene Family Trust dated 4/25/91	\$100,000
88	Dixie Gross Trustee of the Dixie B. Gross Revocable Trust	\$100,000
89	Charles T. Hamm and Sandra L. Hamm Trustees of the Hamm Trust dated 3/17/05	\$50,000
90	Virginia M. Hansen a widow	\$50,000
91	Christian Hansen a single man	\$100,000
92	Paul Hargis & Susan Gail Hargis husband & wife as joint tenants with right of survivorship	\$100,000
93	Dwight W. Harouff & Mary Ann Harouff joint tenants with right of survivorship	\$125,000
94	Gold Plated LLC Dwight W. Harouff Manager	\$110,000
95	Third Party Nevada Services	\$250,000
96	Suze Harrington an unmarried woman	\$100,000
97	Richard J. Harris Trustee of the Richard J. Harris Trust dated 1/6/95	\$60,000
98	Raymond E. Harshman & Margaret E. Harshman Trustees of the Raymond E. & Margaret Elise Harshman Family Trust dated 3/4/87	\$100,000
99	Roderick J. Harvey Sr. and Pauline W. Harvey Trustees of the Harvey Family Trust dated 4/13/87	\$50,000
100	Nancy K. Haugarth Trustee of the Nancy K. Haugarth Revocable Trust	\$65,000
101	David R. Hays and Sue Hays Trustees of the Hays Revocable Trust	\$100,000
102	Terry Helms Trustee of the Terry Helms Living Trust dated 11/11/94	\$1,000,000
103	Virgil P. Hennen & Judith J. Hennen husband and wife as joint tenants with the right of survivorship	\$50,000
104	India C. High a single woman	\$50,000
105	Marilyn Hilborn Trustee of the Marilyn Hilborn Trust dated 11/18/93	\$50,000
106	Robert W. Hill a married man dealing with his sole & separate property	\$100,000
107	Gail Hodes Trustee of the Gail Hodes Living Trust dated 9/10/03	\$50,000
108	John A. Hoglund & Patricia O. Hoglund husband & wife as joint tenants with right of survivorship	\$50,000
109	Nienke Hohmann an unmarried woman	\$50,000
110	Homfeld II LLC a Florida limited liability company	\$100,000
111	Terence C. Honikman & Jane I Honikman Trustees of the Honikman 1992 Trust dated 12/28/92	\$100,000
112	Mila Horak an unmarried woman	\$50,000
113	First Savings Bank Custodian For George W. Hubbard Roth IRA	\$100,000

114	Rodney C. Hulse and Cathryn J. Hulse trustees of the Hulse Family Trust	\$50,000
115	Richard Ianni an unmarried man	\$100,000
116	Edwin Isenberg a married man dealing with his sole and separate property	\$50,000
117	Evelyn A. Ives Trustee of the Melvin J. Ives & Evelyn A. Ives Bypass Trust dated 1/6/93	\$75,000
118	Jon Paul Jensen & Tamara Lee Jensen husband & wife as joint tenants with right of survivorship	\$50,000
119	Delbert T. Johnston Jr. & Rebecca J. Johnston Trustees of the Johnston Estate Revocable Trust dated 5/17/94	\$50,000
120	K. Ken Kaneda & Brigitte Arend-Kaneda Trustees of the Kaneda Living Trust dated 5/30/02	\$50,000
121	Gary L. Kantor Trustee for the benefit of Kantor Nephrology Consultants Ltd. 401 (K) Profit Sharing Plan	\$500,000
122	Dr. Gary Kantor a married man dealing with his sole and separate property	\$500,000
123	Dr. Dana D. Keith DDS a married man dealing with his sole and separate property	\$250,000
124	First Savings Bank Custodian for Lindsey H. Kesler Jr. IRA	\$50,000
125	Jerry Kirk and Luci Kirk Trustees of the Kirk Revocable Trust dated 2/10/84	\$90,000
126	Freedom Properties Inc.	\$50,000
127	Othmar Klay and Christine Klay Trustees of the Klay Living Trust dated 7/11/90	\$100,000
128	Bernard A. Kloenne Trustee of the Bernard Kloenne Living Trust dated 10/10/86	\$50,000
129	Klaus Kopf & Colette Kopf husband & wife	\$50,000
130	David Kravitz & Mable R. Kravitz Trustees of the Kravitz Family Revocable Trust under agreement dated 12/9/99	\$50,000
131	Richard N. Krupp a married man dealing with his sole & separate property	\$250,000
132	Lammert Kuiper Jr. & Audrey H. Kuiper Trustees of the Kuiper Trust	\$50,000
133	First Savings Bank Custodian For Harriet Kutzman IRA	\$50,000
134	Donald H. Kwiatkowski & Sandra L. Kwiatkowski husband & wife as joint tenants with right of survivorship	\$50,000
135	Jor Law a single man	\$50,000
136	Patricia R. Lietz a married woman dealing with her sole & separate property	\$70,000
137	Stephen R. Lima and Paulette C. Lima husband and wife as joint tenants with the right of survivorship	\$100,000
138	Portal Venture LLC a California limited liability company	\$100,000
139	Leona Lubliner Trustee of the Leona Lubliner Living Trust U/A dated 7/16/96	\$50,000
140	Erin E. MacDonald Trustee of the Erin E. MacDonald Revocable Living Trust	\$100,000
141	MacDonald Center for the Arts and Humanities	\$525,000

142	Stuart J. Madsen Trustee of the Stuart J. Madsen Trust dated 9/7/00	\$50,000
143	Lynn M. Kantor a married woman dealing with her sole and separate property	\$65,000
144	Helen C. Makepeace Trustee of the Helen C. Makepeace Survivor's Trust UAD 06/18/97	\$50,000
145	Andrea T. Mancuso Family Limited Partnership Andrea Mancuso General Partner	\$300,000
146	Leo G. Mantas an unmarried man	\$150,000
147	Gilles Marchand a married man as his sole and separate property	\$50,000
148	Jerome Marshall & Rochelle Marshall husband & wife as Tenants in Common	\$50,000
149	Richard P. Marson & Mary I. Marson Trustees of the Marson Family Trust dated 6/9/86	\$50,000
150	Jerrold T. Martin a single man & James T. Martin a married man dealing with his sole & separate property as joint tenant with right of survivorship	\$50,000
151	Morris Massry a married man dealing with his sole & separate property	\$100,000
152	Yukiyo Matsumura and Machi Liu mother and daughter as joint tenants with the right of survivorship	\$50,000
153	James W. McCollum & Pamela P. McCollum husband & wife as joint tenants with right of survivorship	\$300,000
154	Dale J. McMullan Trustee of the McMullan Living Trust dated 8/19/94	\$50,000
155	Joann L. McQuerry Trustee of the McQuerry Family Partnership	\$50,000
156	D. Nathan Meehan a married man dealing with his sole & separate property	\$50,000
157	First Trust Co. of Onaga Custodian For Marina Mehlman IRA	\$52,000
158	Shahnaz I. Memon and Mohammed I. Memon husband and wife as joint tenants with right of survivorship	\$50,000
159	D. G. Menchetti an unmarried man	\$250,000
160	R. G. Messersmith & Deaun Messersmith as joint tenants with right of survivorship	\$50,000
161	Gary I. Miller & Barbara L. Miller Trustees of the Gary I. & Barbara L. Miller Trust dated 08/13/87	\$50,000
162	George Minar & Virginia Minar Trustees for the benefit of The Virginia & George Minar Living Trust	\$50,000
163	Mae Mineo Trustee of the Mae Mineo Trust dated 3/23/00	\$50,000
164	Matthew Molitch Trustee of the Molitch 1997 Trust	\$300,000
165	Frieda Moon an unmarried woman & Sharon C. Van Ert an unmarried woman as joint tenants with right of survivorship	\$50,000
166	Anne Marie Mueller Trustee of the Anne Marie Mueller Trust	\$100,000
167	Patrick J. Murphy & Penny E. Murphy husband & wife as joint tenants with right of survivorship	\$50,000
168	NBNA Unique Properties LLC an Washington State limited liability company	\$100,000
169	Troy A. Nearpass and Brenda L. Nearpass husband and wife as joint tenants with the right of survivorship	\$50,000

170	Oakwood Financial LLC	\$50,000
171	Erven J. Nelson & Frankie J. Nelson Trustees of the Erven J. Nelson & Frankie J. Nelson Trust	\$100,000
172	James S. Nelson IV & Delana D. Nelson husband & wife as tenants in common	\$100,000
173	Charles Wilson Nibley IV and Nancy Ann Nibley husband and wife as joint tenants with the rights of survivorship	\$50,000
174	First Savings Bank Custodian For Marvin Nicola IRA	\$50,000
175	Douglas O'Herron & Nancy O'Herron Trustees of the Douglas & Nancy O'Herron Revocable Trust dated 4/2/02	\$150,000
176	Robert L. Ogren Trustee for the benefit of the Robert L. Ogren Trust dated 6/30/92	\$50,000
177	John F. Okita & Michiko M. Yamamoto as joint tenants with right of survivorship	\$50,000
178	Aaron I. Osherow Trustee of the Osherow Trust dated 9/11/89	\$50,000
179	Paul Oster an unmarried man	\$50,000
180	Sierra Health Services Inc. a Nevada corporation	\$1,000,000
181	Anthony Pasqualotto & Alicia Pasqualotto Trustees of the Anthony Pasqualotto & Alicia Pasqualotto 1997 Trust	\$150,000
182	Shirley Payne an unmarried woman	\$50,000
183	Robert L. Pech & Judith G. Pech Trustees of the Robert L. Pech & Judith G. Pech Family Trust dated 9/5/96	\$100,000
184	DCGT FBO Claude M. Pechina Roth IRA Account #13909452	\$50,000
185	Shimon Peress & Hannah Peress Trustees of the Shimon Peress & Hannah K. Peress Trust dated 4/17/01	\$50,000
186	Karen Petersen Tyndall Trustee of the Karen Petersen Tyndall Trust dated 3/9/94	\$150,000
187	Andrew Peterson & Sharon Peterson Trustees of the Andrew R. Peterson & Sharon Peterson 1991 Living Trust dated 11/22/91	\$100,000
188	First Savings Bank Custodian For Cesari Piazza IRA	\$85,000
189	Holly J. Pickerel a single woman	\$100,000
190	Ali Pirani and Anisha Pirani husband and wife as joint tenants with the right of survivorship	\$50,000
191	Arthur Polacheck and Glorianne Polacheck Husband and wife as joint tenants with right of survivorship	\$1,000,000
192	Sheldon Portman & Marion G. Portman Trustees of the Sheldon & Marion G. Portman Trust dated 11/01/85	\$200,000
193	Portnoff Building	\$75,000
194	Norman D. Prins & Charlene J. Prins Trustees of the Norman & Charlene Prins Revocable Living Trust dated 10/29/03	\$50,000
195	Rains Properties LP a Nevada limited partnership	\$350,000
196	William S. Reeves a married man	\$50,000
197	Annemarie Rehberger Trustee of the Rehberger Family Trust dated 6/17/92	\$50,000

198	Michael R. Riley and Carol M. Riley Trustees of the Riley Family Trust dated 8/12/04	\$50,000
199	Joseph N. Rizzuto & Dorothy Rizzuto Trustees of the Joseph N. Rizzuto Family Trust dated 4/24/89	\$50,000
200	Rebecca A. Rogers Trustee of the Rebecca A. Rogers Trust dated 9/18/96	\$50,000
201	Eleanor L. Rogers Trustee of the Eleanor L. Rogers 1991 Revocable Living Trust dated 7/3/91	\$100,000
202	Toby Lee Rosenblum Trustee of the Toby Lee Rosenblum Trust dated 9/11/95	\$50,000
203	David Rosner Trustee of the David Rosner Revocable Trust dated 01/05/2005	\$50,000
204	Robert J. Rowley and Kathleen M. Rowley Trustees of The Robert J. Rowley and Kathleen M. Rowley Living Trust	\$60,000
205	William J. Rozak Jr. an unmarried man	\$75,000
206	Thomas R. Sanford & Anne H. Sanford	\$50,000
207	Nicholas J. Santoro and Juanita Santoro Trustees of the Santoro Family Trust U/T/D 4/29/02	\$50,000
208	Mark A. Saucedo an unmarried man	\$100,000
209	Wilbur A. Schaff and Judy K. Schaff joint tenants with rights of survivorship	\$100,000
210	Douglas Gregg Schulze & Doreen L. Schulze husband & wife as joint tenants with right of survivorship	\$150,000
211	Rare Earth Real Estate a Nevada Corporation	\$50,000
212	Citizen Printing Company Inc Citizen Investment Account	\$300,000
213	Louis H. Shahin Trustor & Trustee of The Louis H. Shahin Trust dated 6/9/94	\$50,000
214	Andrew H. Shahin Trustor & Trustee of The Andrew H. Shahin Trust dated 6/6/94	\$50,000
215	Rifqa Shahin Trustor & Trustee of The Rifqa Shahin Trust dated 6/8/94	\$50,000
216	Suhayla Shahin Trustee of The Suhayla Shahin Living Trust dated 7-09-02	\$50,000
217	Evelyn Asher Sheerin Trustee for the benefit of The Chris H. Sheerin (deceased) & Evelyn Asher Sheerin 1984 Trust dated 5/31/84	\$50,000
218	Evelyn Asher Sheerin Trustee of the Chris and Evelyn Sheerin 1990 Trust	\$50,000
219	Phillip Eugene Shelton Trustee of the Restated Shelton Revocable Trust dated 1/19/96	\$50,000
220	Billy Shope Jr. Family LP a Nevada limited partnership	\$100,000
221	Bartolo F. Simari & Sandra K. Simari Trustees of the Simari Revocable Trust dated 4/25/96	\$50,000
222	Larry Simon & Lori Simon Trustees of the Simon Family Trust	\$500,000
223	Sheldon Sinett & Annette Sinett husband & wife as joint tenants with right of survivorship	\$50,000
224	Leon E. Singer & Suzy Singer Trustees of the Leon E. Singer & Suzy Singer Revocable Trust dated 6/30/99	\$50,000

225	Barbara Sklar Trustee of the Barbara Sklar Revocable Living Trust dated 8/31/01	\$50,000
226	Joyce E. Smith Trustee of the Joyce E. Smith Trust dated 11/3/99	\$125,000
227	Joseph F. Sparks and Marcia A. Sparks Trustees of The Joseph F. and Marcia A. Sparks Revocable Family Trust dated 12-11-03	\$50,000
228	T. Dwight Sper & Bonnie J. Sper Trustees of the T.D.S. Revocable Family Trust dated 9/29/98	\$100,000
229	Justin W. States and Gia M. States Trustees of the States Living Trust dated 9/29/03	\$50,000
230	Naomi F. Stearns Trustee of the Naomi F. Stearns Trust Dated 8/9/1985	\$50,000
231	Duane Steward and Diane J. Steward husband and wife as joint tenants with the right of survivorship	\$100,000
232	Marcia Sweany-Volpe a married woman dealing with her sole & separate property transfer on death to Linda St. Pierre	\$50,000
233	Sharon D. Tarpinian Trustee of the Sharon D. Tarpinian Revocable Living Trust dated 12/17/2002	\$100,000
234	Luther E. Tate an unmarried man	\$50,000
235	Gary N. Taylor Trustee of the Gary N. Taylor PSP	\$100,000
236	Annabelle E. TaylorTTEE of the Annabelle E. Taylor Family Trust dated 5/12/95	\$50,000
237	William Taylor & Lyla Taylor Trustees of the Taylor Family Trust dated 12/23/86	\$50,000
238	Gary A. Thibault & Sandra C. Thibault husband & wife as joint tenants with right of survivorship	\$50,000
239	Bryan M. Thomas and Lori M. Thomas husband and wife as joint tenants with the right of survivorship	\$50,000
240	David Thompson & Kathryn Thompson Trustees of the Thompson Family Trust dated 5/21/92	\$75,000
241	Hillari Tischler payable on death to Howard Tischler	\$50,000
242	Alneil Lipp LLC Neil Tobias Manager	\$200,000
243	Deal Investment Club LLC Vivian Tobias Manager	\$50,000
244	Sigmund L. Tomczak & Diana Tomczak Trustees of the Tomczak Family Trust dated 4/25/83	\$150,000
245	Donald S. Tomlin & Dorothy R. Tomlin Trustees of the Donald S. Tomlin & Dorothy R. Tomlin Revocable Trust dated 10/24/79	\$250,000
246	Gary E. Topp a married man dealing with his sole & separate property	\$100,000
247	Gary E. Tucker & Linda L. Tucker husband & wife as joint tenants with right of survivorship	\$50,000
248	Nevada Trust Company Custodian for Cal-Mark Beverage Company Defined Benefit Plan	\$50,000
249	USA Capital First Trust Deed Fund	\$118,000
250	USA Commercial Mortgage Company	\$267,500
251	Frank Valentino & Stella Valentino husband & wife as joint tenants with right of survivorship	\$50,000

252	Dean Valentino & Nora Valentino husband & wife as joint tenants with right of survivorship	\$50,000
253	Lloyd F. Van Sickle Trustee of The Van Sickle Family Trust dated 5/20/99	\$125,000
254	Malden Ventures Ltd.	\$100,000
255	Marietta Voglis a married woman dealing with her sole & separate property	\$50,000
256	Wolf Dieter Voss & Claudia Voss Trustees of The Voss Family Trust Under Trust dated 10/4/99	\$60,000
257	Bunny C. Vreeland an unmarried woman	\$50,000
258	Gregory J. Walch Trustee of the Gregory J. Walch and Shauna M. Walch Family Trust dated 11/12/04	\$75,000
259	First Savings Bank Custodian For Gary D. Ward IRA	\$75,000
260	Linda D. Waterhouse an unmarried woman	\$50,000
261	Eugene C. Wiehe Trustee of the Eugene C. Wiehe Trust dated 10/31/85	\$75,000
262	First Savings Bank Custodian For Dianna Wilkinson IRA	\$55,000
263	Richard D. Wood Trustee of the Wood Living Trust dated 10/1/99	\$55,000
264	Richard G. Worthen and La Rue S. Worthen Trustees of the Richard G. Worthen Family Trust	\$200,000
265	Richard S. Worthen and Stephany Worthen Trustees of the Richard S. Worthen Family Trust dated 5/4/05	\$100,000
266	Melvin B. Wright & Susan D. Wright Trustees of the S.B. Wright Family Trust dated 12/28/94	\$50,000
267	Kem Yee an unmarried woman and Emmelene Yee an unmarried woman as joint tenants with the right of survivorship	\$50,000
268	Spectrum Capital LLC a California limited liability company	\$50,000
269	Zawacki a California LLC	\$70,000
270	Evo Zepponi and Billie Zepponi Trustees of The Evo E. Zepponi and Billie D. Zepponi Family Trust Under Agreement Dated 2/9/1993	\$100,000
271	Osvaldo Zunino Trustee of the Osvaldo Zunino Living Trust dated 12/18/98	\$100,000
272	Raymond J. Zurfluh Jr. & Shirley J. Zurfluh husband & wife as joint tenants with right of survivorship	\$50,000
	TOTAL	\$30,000,000

**Legal Description
Exhibit "B"**

Parcel 1

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 41 of Tract 16050, in the city of Los Angeles, as per map recorded in Book 370 Pages 44 to 46 inclusive of maps, in the office of the county recorder of said county.

And that portion of Lot 44 described as follows:

Beginning at the most westerly corner of said Lot 44; thence along the northwesterly boundary line of said Lot 44, North 30 deg 49' 27" east 47.79 feet to the most northerly corner of said Lot 44; thence along the northeasterly boundary line of said Lot 44, South 32 deg 56' 03" east 16.69 feet to a line that bears North 50 deg 39' 52" east from said point of beginning; thence along said last mentioned line, south 50 deg 39' 52" west 48.65 feet to the said point of beginning.

Excepting all oil and mineral rights as previously reserved under declaration of trust dated November 30, 1948 in deed recorded May 19, 1949 in Book 30124 Page 18, Official Records, as Instrument No. 806 with subsequent quitclaim of surface rights, recorded in Book 32246 Page 212, Official Records, and as previously reserved in deed recorded September 14, 1951 in Book 37205 Page 312, Official Records.

APN: 5032-006-015

Legal Description
Exhibit "B"

Parcel 2

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 40 of Tract No. 16050, in the city of Los Angeles, as per map recorded in Book 370 Pages 44 45 and 46 of Maps, in the office of the county recorder of said county.

Except therefrom an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals, within or underlying said above described land, as excepted by Chas H. Church, Trustee under Declaration of Trust dated November 30, 1949 in deed recorded May 19, 1949 in Book 30124 Page 18 Official Records.

The right to enter upon or use the surface of any part or portion of said land or the subsurface thereof to a depth of 200 feet from the surface for the purpose of exploring, drilling, development or extracting any oil, gas, naphtha and other hydrocarbon and mineral substances was quitclaimed by a deed executed by Chas H. Church, as trustee, recorded in Book 32246 Page 212 Official Records.

Also excepting all the remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than that described therein, and shall not penetrate any part or portion of the above described real property within 100 feet of the surface thereof and all of the rights so to remove such substances are hereby specifically reserved, including the right to drill, for produce and use water from said real property in connection with such operations, as in deed by Capital Company, recorded September 24, 1961 in Book 37262 Page 401 Official Records.

APN: 5032-006-014

**Legal Description
Exhibit "B"**

Parcel 3

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 39 of Tract No. 16050, except the westerly 30 feet thereof, in the city of Los Angeles, measured at right angles to the westerly line, as per map recorded in Book 370 Pages 44, 45 and 46 of Maps, in the office of the county recorder of said county.

Except therefrom one-half interest in all oil, gas, minerals, and other hydrocarbon substances lying below the surface of said property, but with no right of surface entry, as provided in the deed recorded May 19, 1949 in Book 30124 Page 18 Official Records.

Also except therefrom one-half interest in all oil, gas, minerals and other hydrocarbon substances lying below a depth of 100 feet from the surface of said property, but with no right of surface entry, as provided in the deed recorded September 19, 1951 in Book 37235 Page 43 Official Records.

APN: 5032-006-013

**Legal Description
Exhibit "B"**

Parcel 4

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

PARCEL A:

The Westerly 30 feet of Lot 39 of Tract No. 16050 measured at right angles to the Westerly line, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 through 46 inclusive of Maps, in the office of the County Recorder of said County.

EXCEPT therefrom an undivided 1/2 interest of all petroleum, oil, gas, naphtha, asphaltum, brea, and other hydrocarbons and all other minerals within or underlying said land, as excepted by Chas M. Church, Trustee under Declaration of Trust dated November 30, 1948 in Deed recorded May 19, 1949 as Instrument No. 806 in Book 30124 Page 18 Official Records.

ALSO EXCEPT therefrom all of the above described land, all the remaining oil, gas and other hydrocarbon substances now or at any time hereafter situated therein or thereunder of producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than that described herein, and shall not penetrate any part or portion of the above described real property within 100 feet of the surface and all of the rights so to remove such substances are hereby specifically reserved, including the right to drill for, produce and use water from said real property in connection with such operations, as reserved in the Deed from the Capital Company, recorded September 19, 1951 as Instrument No. 1306.

PARCEL B:

The Southeasterly 0.3 feet of Lot 38 of Tract 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 through 46 inclusive of Maps, in the office of the County Recorder of said County.

EXCEPT therefrom an undivided 1/2 interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals within or underlying said land, as excepted by Chas M. Church, Trustee

Legal Description
Exhibit "B"

under Declaration of Trust dated November 30, 1948 in Deed recorded May 19, 1949 as Instrument No. 806 in Book 30124 Page 18 Official Records.

ALSO EXCEPT therefrom all of the above described land, all the remaining oil, gas and other hydrocarbon substances now or at any time hereafter situated therein or thereunder of producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than that described herein, and shall not penetrate any part or portion of the above described real property within 100 feet of the surface and all of the rights so to remove such substances are hereby specifically reserved, including the right to drill for, produce and use water from said real property in connection with such operations, as reserved in the Deed from the Capital Company, recorded September 19, 1951 as Instrument No. 1306.

APN: 5032-006-012

**Legal Description
Exhibit "B"**

Parcel 5

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 38 of Tract No. 16050, in the city of Los Angeles, as per map recorded in Book 370 Pages 44, 45 and 46 of Maps, in the office of the county recorder of said county.

Except therefrom the southeasterly 0.3 feet thereof.

Also except an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals within or under lying said above described land as excepted by Chas. H. Church, Trustee under Declaration of Trust dated November 30, 1948 in deed recorded May 19, 1949 in Book 30124 Page 18 of Official Records.

Also excepting all the remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of the land at any level or levels one hundred feet (100') or more below the surface of said land for the purpose of development or removal of such substances provided that the surface opening of such well and all other surface facilities shall be located on land other than that described herein, and shall not penetrate any part or portion of the above described real property within one hundred feet of the surface thereof and all the rights so to remove such substances are hereby specifically reserved, including the right to drill for, produce and use waste from said real property in connection with such operations, as reserved in the deed from Capital Company, recorded September 19, 1951.

APN: 5032-006-011

**Legal Description
Exhibit "B"**

Parcel 6

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 37 of Tract No. 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44, 45 and 46 of Maps, in the office of the County Recorder of said County.

EXCEPT an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals within or underlying said above described land, as excepted by Chas H. Church, Trustee, under Declaration of Trust dated November 30, 1948 in Deed recorded May 19, 1949 in Book 30124 Page 18, Official Records.

ALSO EXCEPT all the remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of the land at any level or levels one hundred feet or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than that described herein, and shall not penetrate any part or portion of the above described real property within one hundred feet of the surface thereof and all the right so to remove such substances are hereby specifically reserved, including the right to drill for, produce and use water from said real property in connection with such operations, as reserved in the Deed from Capital Company, recorded September 19, 1951 in Book 37235 Page 36, Official Records.

APN: 5032-006-010

**Legal Description
Exhibit "B"**

Parcel 7

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 36 of Tract 16050, in the city of Los Angeles, as per map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the county recorder of said county.

EXCEPT an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals within or underlying said land, as excepted by Chas H. Church, Trustee under Declaration of Trust dated November 30, 1948 in deed recorded May 19, 1949 as Instrument No. 806, in Book 30124 Page 18 of Official Records.

The right to enter upon or use the surface of any part or portion of said land or the subsurface thereof to a depth of 200 feet from the surface for the purpose of exploring, drilling, developing or extracting any oil, gas, naphtha and other hydrocarbon and mineral substances was quitclaimed by deed executed by Chas H. Church, as Trustee, recorded in Book 32246 Page 212 of Official Records.

ALSO all remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill, and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances provided that the surface opening of such well and all other surface facilities shall be located on land other than that described herein, and shall not penetrate any part or portion of the above described real property within 100 feet of the surface and all of the rights so to remove such substances are hereby specifically reserved, including the right to drill for, produce and use water from said real property in connection with such operations, as reserved in deed from the Capital Company, recorded September 24, 1951 in Book 37262 Page 401 of Official Records.

APN: 5032-006-009

Legal Description
Exhibit "B"

Parcel 8

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 35 of Tract No. 16050, in the city of Los Angeles, as per map recorded in Book 370 Pages 44, 45 and 46 of Maps, in the office of the county recorder of said county.

EXCEPT an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals within or underlying said above described land, as excepted by Chas H. Church, trustee, under declaration of trust, dated November 30, 1948 in deed recorded May 19, 1949 in Book 30124 Page 18, Official Records.

The right to enter upon or use the surface of any part or portion of said land or the subsurface thereof, to a depth of 200 feet from the surface for the purpose of exploring, drilling, developing or extracting any oil, gas, naphtha and other hydrocarbon and mineral substances was quitclaimed by a deed executed by Chas H. Church, as trustee, recorded in Book 32246 Page 212, Official Records.

ALSO EXCEPT all the remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than that described herein, and shall not penetrate any part or portion of the above described real property within 100 feet of the surface thereof, and all of the rights so to remove such substances are hereby specifically reserved, including the right to drill for, produce and use water from said real property in connection with such operations, as in deed by Capital Company, recorded September 26, 1951 in Book 37286 Page 74, Official Records.

APN: 5032-006-008

**Legal Description
Exhibit "B"**

Parcel 9

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 34 of Tract No. 16050, in the city of Los Angeles, as per map recorded in Book 370 Pages 44, 45 and 46 of Maps, in the office of the county recorder of said county.

EXCEPT an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals within or underlying said above described land, as excepted by Chas H. Church, trustee, under declaration of trust dated November 30, 1948 in Book recorded May 19, 1949 in Book 30124 Page 18 of Official Records.

The right to enter upon or use the surface or any part or portion of said land or the subsurface thereof to a depth of 200 feet from the surface for the purpose of exploring, drilling, developing, or extracting any oil, gas, naphtha and other hydrocarbon and mineral substances was quitclaimed by a deed executed by Chas H. Church, as trustee, recorded in Book 32246 Page 212 Official Records.

ALSO EXCEPT all the remaining oil, gas and other hydrocarbon and minerals now or at any time hereafter situated therein and thereunder or producible therefrom together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than that described herein, and shall not penetrate any part or portion of the above described real property within 100 feet of the surface thereof and all of the rights so to remove such substances are hereby specifically reserved, including the right to drill for, produce and use water from said real property, in connection with such operations, as in deed by Capital Company, recorded November 16, 1951 in Book 37651 Page 164 Official Records.

APN: 5032-006-007

**Legal Description
Exhibit "B"**

Parcel 10

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 33 of Tract No. 16050, in the city of Los Angeles, as per map recorded in Book 370 Pages 44, 45 and 46 of Maps, in the office of the county recorder of said county.

Except therefrom an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals, within or underlying said above described land, as excepted by Chas H. Church, Trustee under Declaration of Trust dated November 30, 1949 in deed recorded May 19, 1949 in Book 30124 Page 18 Official Records.

The right to enter upon or use the surface of any part or portion of said land or the subsurface thereof to a depth of 200 feet from the surface for the purpose of exploring, drilling, development or extracting any oil, gas, naphtha and other hydrocarbon and mineral substances was quitclaimed by a deed executed by Chas H. Church, as trustee, recorded in Book 32246 Page 212 Official Records.

Also except therefrom all the remaining oil, gas, and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than that described herein, and shall not penetrate any part or portion of the above described real property within 100 feet of the surface thereof and all of the rights so to remove such substances are hereby specifically reserved, including the right to drill, for produce and use water from said real property in connection with such operations, as in deed by Capital Company, recorded September 24, 1951 in Book 37262 Page 380, Official Records and recorded as Document No. 911 Official Records.

APN: 5032-006-006

**Legal Description
Exhibit "B"**

Parcel 12

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Parcel A:

Parcel 1

Lot 30 of Tract No. 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the County Recorder of said County.

Except therefrom all oil, mineral, etc., as reserved by previous deeds of record.

Parcel 2

An easement for wall purposes over that portion of Lot 31 of Tract No. 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the County Recorder of said County, included within a strip of land 6 feet wide, the Northwestern line of said strip of land being that certain boundary line of said lot shown on Map as having a bearing of North 51 Degrees 12' 50" East. The Southeasterly line of said strip of land to be prolonged so as to terminate in the boundary lines of said Lot 31.

Parcel B:

Lot 29 of Tract No. 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the County Recorder of said County.

Except an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other mineral within or under lying said above described land, recorded May 19, 1949, in Book 30124 page 18 of official records.

The right to enter upon or use the surface or any part or portion of said land or the subsurface thereof to a depth of 200 feet from the surface for the purpose of exploring, drilling development or extracting any oil, gas, naphtha and other hydrocarbon and mineral substances was Quitclaimed by a deed recorded in Book 32246 page 212 of official records.

also except all the remaining oil, gas and other hydrocarbons and mineral now or at any time hereinafter situated therein and thereunder or producible

Legal Description
Exhibit "B"

Parcel 11

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 31 of Tract No. 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the County Recorder of said County.

Except an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals, within or underlying said land, as excepted by Chas H. Church, Trustee under Declaration of Trust dated November 30, 1948 in Deed recorded May 19, 1949 in Book 30124 Page 18 Official Records.

The right to enter upon or use the surface or any part or portion of said land or the subsurface thereof to a depth of 200 feet from the surface for the purpose of exploring, drilling, developing or extracting any oil, gas, naphtha and other hydrocarbon and mineral substances was quitclaimed by a Deed executed by Chas H. Church, as Trustee, recorded in Book 32246 Page 12 Official Records.

Also except therefrom all the remaining oil, gas, and other hydrocarbons and minerals now or at any time, hereafter situated therein and thereunder or producible therefrom together with the free and unlimited right to mine, drill or bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances provided that the surface opening of such well and all other surface facilities shall not penetrate any part or portion of the above described real property within 100 feet of the surface thereof and all of the rights so as to remove such substances are hereby specifically reserved including the right to drill, for, produce and use water from said real property in connection with such operations, as reserved in the Deed from Capital Company, recorded August 31, 1953 in Book 42583 Page 181 of Official Records.

APN: 5032-006-004

**Legal Description
Exhibit "B"**

therefrom together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such subsurfaces, provided that the surface opening of such well and all other subface facilities shall be located on land other than that described herein, and shall not penetrate any part or portion of the above described real property within 100 feet of the surface thereof, and all of the rights drill for, produce and water from said real property in connection with such operations, as in deed recorded July 24, 1959 as instrument no. 1043 of official records.

APN: 5032-006-003 and 002

**Legal Description
Exhibit "B"**

Parcel 13

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 48 of Tract 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the County Recorder of said County.

Except therefrom the Southwest 15 feet thereof.

Except an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all minerals within or underlying said land, as excepted by Charles H. Church, Trustee under Declaration of Trust dated November 30, 1948, in Deed recorded May 19, 1949 in Book 30124 Page 18, Official Records.

The right to enter upon or use the surface of any part or portion of said land or the subsurface thereof to a depth of 200 feet from the surface for the purpose of exploring, drilling, developing or extracting any oil, naphtha, and other hydrocarbon and mineral substances was quitclaimed by a Deed executed by Chas. H. Church, as Trustee, recorded in Book 32246 Page 212, Official Records.

Also savings, excepting and reserving from all of the above described lands, all the remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than that described herein and shall not penetrate any part or portion of the above described real property within 100 feet of the surface thereof and all of the rights so to remove such substances are hereby specifically reserved including the right to drill for, produce and use water from said real property in connection with such operations as reserved in the Deed from Capital Company, a corporation, recorded February 27, 1952 as Instrument No. 922, Official Records.

APN: 5032-003-015

**Legal Description
Exhibit "B"**

Parcel 14

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lots 46, 47 and the South 15 feet of Lot 48 of Tract No. 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the County Recorder of said County.

EXCEPT an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbon substances and all minerals within or underlying said land as excepted by Chas H. Church, Trustee under Declaration of Trust dated November 30, 1948 in Deed recorded May 19, 1949 in Book 30124 Page 18 of Official Records.

The right to enter upon or use the surface or any part of portion of said land or the subsurface thereto to a depth of 200 feet from the surface for the purpose of exploring, drilling or extracting any oil, gas, naphtha, and other hydrocarbon and mineral substances was quitclaimed by a Deed executed by Chas H. Church as Trustee recorded in Book 32246 Page 212, Official Records.

ALSO EXCEPT all the remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom together with the free unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances that the surface opening of such well and all other surface facilities shall be located on land other than that described herein and shall not penetrate any part of portion of the above described real property within 100 feet of the surface thereof and all of the right so to remove such substances are hereby specifically reserved including the right to drill for, produce and use water from said real property in connection with such operation as reserved in Deed from Capital Company, a corporation recorded April 27, 1953 in Book 41570 Page 141 Official Records, as to Lot 46; recorded May 27, 1953 in Book 39027 Page 19 Official Records, as to Lot 47; and recorded February 27, 1952 as Instrument No. 922, as to Lot 48.

ALSO EXCEPT from said land all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals within or underlying said land as reserved by James H. Eubank and Vera Eubank,

Legal Description
Exhibit "B"

husband and wife, in Deed recorded December 29, 1967
as Instrument No. 5307.

APN: 5032-003-014

**Legal Description
Exhibit "B"**

Parcel 15

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 45 of Tract No. 16050, in the city of Los Angeles, as per map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the county recorder of said county.

EXCEPT therefrom all oil, gas, hydrocarbons and kindred substances lying below a depth of 100 feet from the surface of said land, without however the right to enter upon the surface of said land, as provided in an instrument of various deeds of record.

APN: 5032-003-010

**Legal Description
Exhibit "B"**

Parcel 16

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lots 42, 43 and 44 of Tract 16050, in the city of Los Angeles, as per map recorded in Book 370 Pages 44, 45 and 46 of Maps, in the office of the county recorder of said county.

EXCEPT that portion of Lot 44 of Tract 16050, described as follows:

Beginning at the most Westerly corner of said Lot 44; thence along the Northwestern boundary line of said Lot 44, North 30 degrees 49' 27" East 47.79 feet to the most Northerly corner of said Lot 44; thence along the Northeastly boundary line of said Lot 44, South 52 degrees 56' 03" East 16.69 feet to a line that bears North 50 degrees 39' 52" East from said point of beginning; thence along said last mentioned line, South 50 degrees 39' 52" West 48.88 feet to said point of beginning.

EXCEPT an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbon and all other minerals within or underlying said above described land, as excepted by Chas H. Church, Trustee under declaration of trust dated November 30, 1948 in deed recorded May 19, 1949 in Book 30124 Page 18 Official Records.

ALSO EXCEPT therefrom from all of the above described lands, all the remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels one hundred feet (100') or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than that described herein, and shall not penetrate any part or portion of the above described real property within one hundred feet of the surface thereof and all of the rights so to remove such substances are hereby specifically reserved, including the right to drill for, produce and use water from said real property in connection with such operation as reserved in document recorded in Book 47380 Page 24 Official Records.

APN: 5032-006-016 and 5032-006-017

Legal Description
Exhibit "B"

Parcel 17

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 14 of Tract No. 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the County Recorder of said County.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, but with no right of surface entry as provided in deeds of record.

APN: 5032-004-019

**Legal Description
Exhibit "B"**

Parcel 18

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 15 of Tract No. 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 through 46 inclusive of Maps, in the office of the County Recorder of said County.

Except therefrom an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals, within or underlying said land, as excepted by Chas H. Church, Trustee under Declaration of Trust dated November 30, 1948 in Deed recorded May 19, 1949 as Instrument No. 806 in Book 30124 Page 18 Official Records.

The right to enter upon or use the surface of any part or portion of said land or the subsurface thereof to a depth of 200 feet from the surface for the purpose of exploring, drilling, developing or extracting any oil, gas, naphtha and other hydrocarbon and mineral substances was quitclaimed by a Deed executed by Chas H. Church, as Trustee, recorded in February 10, 1950 as Instrument No. 2316, Book 32246 Page 212 Official Records.

Also except from all of the above described lands all the remaining oil, gas, and other hydrocarbon and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than that described therein, and shall not penetrate any part or portion of the above described real property within 100 feet of the surface and all of the rights so to remove such substances are hereby specifically reserved, including the right to drill, for produce and use water from said real property in connection with such operations, as reserved in the Deed from the Capital Company, recorded September 24, 1951 as Instrument No. 237 in Book 47213 Page 86 Official Records.

APN: 5032-004-003

**Legal Description
Exhibit "B"**

Parcel 19

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 17 of Tract No. 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the County Recorder of said County.

Except an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals, within or underlying said land, as excepted by Charles H. Church, Trustee, under Declaration of Trust dated November 30, 1948 in Deed recorded May 19, 1949 as Instrument No. 806, in Book 30124 Page 18 Official Records.

The right to enter upon or use the surface of any part or portion of said land or the subsurface thereof, to a depth of 200 feet from the surface for the purpose of exploring, drilling, developing or extracting any oil, gas, naphtha and other hydrocarbons and mineral substances was quitclaimed by a Deed executed by Charles H. Church, as Trustee, recorded in Book 32246 Page 212 Official Records.

Also saving and excepting from all of the above described lands, all the remaining oil, gas, and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than that described herein, and shall not penetrate any part or portion of the above described real property within 100 feet of the surface thereof, and all of the rights so to remove such substances are hereby specifically reserved, including the right to drill, for produce and use water from said real property in connection with such operations, as reserved in the Deed from the Capital Company, recorded May 20, 1955 in Book 47834 Page 272, Official Records.

APN: 5032-004-005

**Legal Description
Exhibit "B"**

Parcel 20

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

PARCEL A:

Lot 18 of Tract 16050, in the city of Los Angeles, as per map recorded in Book 370 Pages 44, 45 and 46 of Maps, in the office of the county recorder of said county.

EXCEPT an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals within or underlying said above described land, as excepted by Chas H. Church, Trustee under Declaration of Trust dated November 30, 1948 in deed recorded May 19, 1949 in Book 30124 Page 18 of Official Records.

ALSO EXCEPT all the remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels one hundred feet (100') or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than that described herein, and shall not penetrate any part or portion of the above described real property within one hundred feet of the surface thereof and all of the rights so to remove such substances are hereby specifically reserved, including the right to drill for, produce and use water from said real property in connection with such operations as reserved in the deed recorded April 4, 1955 as Instrument No. 342.

PARCEL B:

Lot 19 of Tract 16050, in the city of Los Angeles, as per map recorded in Book 370 Pages 44 through 46 inclusive of Maps, in the office of the county recorder of said county.

EXCEPT an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals within or underlying said land, as excepted by Charles H. Church, Trustee under Declaration of Trust dated November 30, 1948 in deed recorded May 19, 1949 as Instrument No. 806, in Book 30124 Page 18, Official Records.

The right to enter upon or use the surface of any part or

Legal Description
Exhibit "B"

portion of said land or the subsurface thereof to a depth of 200 feet from the surface for the purpose of exploring, drilling, developing or extracting any oil, gas, naphtha and other hydrocarbon and mineral substances was quitclaimed by a deed executed by Charles H. Church, as trustee, recorded in Book 32246 Page 212, Official Records.

ALSO saving and excepting unto the grantor herein, its successors and assigns, from all of the above described lands, all the remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than that described herein, and shall not penetrate any part or portion of the above described real property within 100 feet of the surface thereof and all of the rights so to remove such substances are hereby specifically reserved, including the right to drill for, produce and use water from said real property in connection with such operation, as reserved in the deed from the Capital Company, recorded May 10, 1955 as Instrument No. 1609, Official Records, as to Lot 19 and recorded April 4, 1953 as Instrument No. 342, Official Records as to Lot 18.

APN: 5032-004-006 and 5032-004-007

**Legal Description
Exhibit "B"**

Parcel 21

Real Property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 16 of Tract No. 16050, in the city of Los Angeles, as per map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the county recorder of said county.

Except therefrom all oil, gas, minerals and other hydrocarbon substances lying below the surface of said land, but with no right of surface entry as provided in deeds of record.

APN: 5032-004-004

Parcel 22:

Lots 20 and 21 of Tract No. 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the County Recorder of said County.

Except an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbon and all other minerals within or underlying said land, as excepted by Charles H. Church, Trustee under Declaration of Trust dated November 30, 1948 in Deed recorded May 19, 1949 as Instrument No. 806 in Book 30124 Page 18, Official Records.

The right to enter upon or use the surface or any part or portion of said land or the subsurface thereof to a depth of 200 feet from the surface for the purpose of exploring, drilling, developing or extracting any oil, gas naphtha and other hydrocarbon and mineral substances was quitclaimed by a Deed executed by Charles H. Church, as Trustee, recorded in Book 32246 Page 212, Official Records.

Also except all the remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than described herein, and shall not penetrate any part or portion of the above described real property within 100 feet of the surface thereof and all of the rights so to remove such substances are specifically reserved, including the right to drill

Legal Description
Exhibit "B"

for, produce and use water from said real property in connection with such operation, as reserved in the Deed from the Capital Company, recorded May 10, 1955 as Instrument No. 1409 in Book 47729 Page 74, Official Records.

APN: 5032-004-018

Parcel 23:

Lot 32 of Tract No. 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the County Recorder of said County.

Except an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbon and all other minerals within or underlying said land, as excepted by Charles H. Church, Trustee under Declaration of Trust dated November 30, 1948 in Deed recorded May 19, 1949 as Instrument No. 806 in Book 30124 Page 18, Official Records.

The right to enter upon or use the surface or any part or portion of said land or the subsurface thereof to a depth of 200 feet from the surface for the purpose of exploring, drilling, developing or extracting any oil, gas naphtha and other hydrocarbon and mineral substances was quitclaimed by a Deed executed by Charles H. Church, as Trustee, recorded in Book 32246 Page 212, Official Records.

Also except all the remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall be located on land other than described herein, and shall not penetrate any part or portion of the above described real property within 100 feet of the surface thereof and all of the rights so to remove such substances are specifically reserved, including the right to drill for, produce and use water from said real property in connection with such operation, as reserved in the Deed from the Capital Company, recorded May 10, 1955 as Instrument No. 1409 in Book 47729 Page 74, Official Records.

APN: 5032-006-005

**Legal Description
Exhibit "B"**

EXHIBIT "C"

**SECOND AMENDMENT TO DEED OF TRUST,
ASSIGNMENT OF RENTS & FIXTURE FILING**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Trustor hereby agrees to the execution, delivery, and recording of this Amendment to that certain Deed of Trust, Assignments of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated August 11, 2005, executed by **MS Acquisition Company, LLC**, a California limited liability company to First American Title Insurance Company as Trustee, in favor of those persons listed on Exhibit "A" thereto as Beneficiaries. The Deed of Trust was recorded on September 19, 2005 as Document No. 05-2251101 in the Official Records of Los Angeles County, State of California.

Said Deed of Trust is hereby amended as follows:

1. The real property encumbered by and subject to the Deed of Trust is amended to include the following real property:

PARCEL 1 (APN: 5032-006-005)

Lot 32 of Tract No. 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the County Recorder of said County.

Except an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbons and all other minerals, within or underlying said land, as excepted by Chas H. Church, Trustee under Declaration of Trust dated November 30, 1948 in Deed recorded May 19, 1949 in Book 30124 Page 18 Official Records.

The right to enter upon or use the surface of any part or portion of said land or the subsurface thereof to a depth of 200 feet from the surface for the purpose of exploring, drilling, developing or extracting any oil, gas, naphtha and other hydrocarbon and mineral substances was quitclaimed by a Deed executed by Chas H. Church, as Trustee, recorded in Book 32246 Page 212 Official Records.

Also except all the remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such well and all other surface facilities shall not penetrate any part or portion of the above described real property within 100 feet of the surface thereof and all of the rights so as to remove such substances are hereby specifically reserved, including the right to drill, for produce and use water from said real property in connection with such operations, as reserved in the Deed from Capital Company, recorded April 20, 1952 in Book 38812 Page 82 Official Records.

PARCEL 2 (APN: 5032-004-018)

Lots 20 and 21 of Tract No. 16050, in the City of Los Angeles, as per Map recorded in Book 370 Pages 44 to 46 inclusive of Maps, in the office of the County Recorder of said County.

Except an undivided one-half interest of all petroleum, oil, gas, naphtha, asphaltum, brea and other hydrocarbon and all other minerals within or underlying said land, as excepted by Charles H. Church, Trustee under Declaration of Trust dated November 30, 1948 in Deed recorded May 19, 1949 as Instrument No. 806 in Book 30124 Page 18, Official Records.

The right to enter upon or use the surface or any part or portion of said land or the subsurface thereof to a depth of 200 feet from the surface for the purpose of exploring, drilling, developing or extracting any oil, gas naphtha and other hydrocarbon and mineral substances was quitclaimed by a Deed executed by Charles H. Church, as Trustee, recorded in Book 32246 Page 212, Official Records.

Also except all the remaining oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder or producible therefrom, together with the free and unlimited right to mine, drill and bore beneath the surface of said land at any level or levels 100 feet or more below the surface of said land for the purpose of development or removal of such substances, provided that the surface opening of such will and all other surface facilities shall be located on land other than described herein, and shall not penetrate any part or portion of the above described real property within 100 feet of the surface thereof and all of the rights so to remove such substances are specifically reserved, including the right to drill for, produce and use water from said real property in connection with such operation, as reserved in the Deed from the Capital Company, recorded May 10, 1955 as Instrument No. 1409 in Book 47729 Page 74, Official Records.

Therefore, the real property described above shall become part of the "Property", as defined in the Deed of Trust, for all purposes under the Deed of Trust; and the parties do hereby amend and modify the Deed of Trust by replacing the Exhibit "B" originally attached to the Deed of Trust with **Exhibit "B"** attached hereto, thereby to include the above-referenced real property.

2. The amount due under the Note (as defined in the Deed of Trust) has concurrently been increased by \$3,375,000 to \$30,000,000 pursuant to that certain Second Amendment to Loan Documents of even date herewith.

3. The parties do hereby amend and modify the Deed of Trust by replacing Exhibit "A" originally attached to the Deed of Trust with **Exhibit "A"** attached hereto, thereby to reflect the present Beneficiaries.

The Deed of Trust affects, among other things, the real property described on **Exhibit "B"** attached hereto.

Except as set forth herein, the Deed of Trust shall remain as originally stated and the

terms and provisions of the same are hereby ratified and affirmed in their entirety

Dated this _____ day of December , 2005

TRUSTOR:

MS Acquisition Company, LLC

By: Marlton Square Associates, LLC, Managing Member

By: Capital Vision Equities, LLC, its Managing Member

By: _____

Christopher Hammond, Managing Member

BENEFICIARY:

USA Commercial Mortgage Company, Attorney-in-Fact

By: _____

Joseph D. Milanowski, President